

REMARKS

Claims 1, 6, 8, 11, 14, 17, 20, 23, 26, and 29 are amended. Claims 1-31 are now pending. Each issue raised in the Office Action mailed February 4, 2008 is addressed hereinafter, in order of appearance.

I. ISSUES NOT RELATING TO PRIOR ART

Claims 6-7 and 29-31 stand rejected under 35 U.S.C. § 101 (Office Action, Page 3, Section 2). In response, Claims 6 and 29 have been amended. Support for this amendment can be found at least within paragraph [0029] of Applicant's specification.

Claims 8-13 stand rejected under 35 U.S.C. § 101 (Office Action, Page 3, Section 3). In response, Claim 8 has been amended. Support for this amendment can also be found at least within paragraph [0029] of Applicant's specification.

The Office Action notes (page 3, section 3) that page 24 of Applicant's specification describes specific items such as coaxial cable, fiber optics, and wires including bus architecture. Applicant's claimed invention should not be construed as limited to the features recited above.

II. ISSUES RELATING TO PRIOR ART

Claims 1-8, 11, 14-15, 17, 20, 23, 26, and 29 stand rejected under 35 U.S.C. § 102 as allegedly being anticipated by Chu (Office Action, Page 4, Section 4). These rejections are respectfully traversed.

The rejection does not correctly apply Chu to the claims. The interim message recited in the claims can be sent, for example, from a server to a client making a request on that server (Applicant's specification, paragraph [0033]). The interim message can provide, for example, information regarding what that server may be doing to process the client's request, during a time period in which it is not yet possible for the server to provide a more substantive response (Applicant's specification, paragraph [0033]). Such a message can be useful to inform the client that its request has been heard, is not lost, and is being processed.

In sharp contrast, Chu's client refresh period (CRP) is a period of time after which a server may consider disconnecting the client. Chu's server determines a client refresh period,

where a dynamic directory only includes those clients that message the server at least once during the CRP. Chu's server can periodically change the CRP for a particular client so as to avoid becoming overloaded and possibly incapacitated (Chu, col. 3, lines 18-26). The clients must send a message to the server at least once within a given CRP. No other communication or message-content is contained in the CRP. Also, Chu's server can potentially change a specific client's CRP without informing that client (col. 9, lines 36-37).

Thus, Chu does not contain and cannot be read to contain an interim message or any equivalent, while all of Applicant's claims recite an interim message in some form. The Office Action (page 4, section 4, paragraph 4) relies on Chu's server determining whether a response should be sent to set a client refresh period (col. 10, lines 39-67) to suggest this feature. However, this response is limited only to the server setting or resetting that client's CRP (col. 10, lines 57-58), which means that cited section of Chu does not address the interim message as discussed above.

Also, the cited section of Chu, indeed Chu in its entirety, does not contain any "response-related items" as recited in Claim 1. A non-limiting list of example "response-related items" is contained within Claim 2.

For at least the above reasons, the rejections of Claims 1-8, 11, 14-15, 17, 20, 23, 26, and 29 are unsupported, and the rejections of all claims dependent therefrom are also unsupported, and therefore should be withdrawn.

III. CONCLUSION

The Examiner is respectfully requested to contact the undersigned by e-mail or telephone relating to any issue that would advance examination of the present application.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a check for the petition for extension of time fee and other applicable

///

fees is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

/christophertanner#41518/

Dated: May 4, 2008

Christopher M. Tanner

Reg. No. 41,518

ctanner@hptb-law.com
2055 Gateway Place Suite 550
San Jose, California 95110-1093
Telephone No.: (408) 414-1238
Facsimile No.: (408) 414-1076